

Hon. Mariane C. Spearman

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

GARY AND SUSAN CARLSON,

Plaintiffs,

v.

AMERICAN PACIFIC MORTGAGE
CORPORATION, a California corporation and
JOHN DOES I-IV,

Defendants.

NO. 14-2-10256-9 SEA

FIRST AMENDED COMPLAINT FOR
UNPAID EMPLOYMENT
COMPENSATION AND WRONGFUL
DISCHARGE

COME NOW Plaintiffs and allege as follows:

1. Plaintiffs Gary and Susan Carlson are and at all times material hereto have been residents of King County, Washington.

2. Defendant American Pacific Mortgage Corporation ("APMC") is a California corporation doing business at various locations in King County, Washington. At all materials times APMC was and is engaged in the business of offering and/or providing consumer financial products and service.

3. Defendants John Doe I-IV are individuals who served as officers, vice principals and/or agents of Defendant APMC and who willfully and with intent to deprive

FIRST AMENDED COMPLAINT FOR UNPAID EMPLOYMENT
COMPENSATION AND WRONGFUL DISCHARGE - 1

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Exhibit A
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1 Plaintiffs of their wages directed that APMC pay Plaintiffs a lower wage than Plaintiffs were
2 entitled to be paid under their employment contracts.

3 4. On or about July 23, 2012, Plaintiff Gary Carlson and APMC entered into a
4 written contract of employment under which Plaintiff Gary Carlson would be and was
5 employed as a retail division manager in King County, Washington. As an APMC employee,
6 Gary Carlson performed tasks related to the offering and/or providing of consumer financial
7 products and services.

8 5. On or about July 23, 2012, Plaintiff Susan Carlson and APMC entered into a
9 written contract of employment under which Plaintiff Susan Carlson would be and was
10 employed as a retail division manager in King County, Washington. As an APMC employee,
11 Susan Carlson performed tasks related to the offering and/or providing of consumer financial
12 products and services.

13 6. The retail division under each of the above described contracts included retail
14 locations in Washington and Oregon.

15 7. Under each of the above described contracts of employment, Gary Carlson and
16 Susan Carlson were each to be paid a base salary and a bonus computed as a percentage of the
17 profits distributed from the division office cost center comprised of Washington and Oregon.
18 In addition, Defendant APMC was contractually obligated to provide both Plaintiffs with the
19 retail division profit calculations by the fifteenth day of each month for the immediately
20 preceding month.

21 8. Though Plaintiff Gary Carlson has been paid a portion of his earned wage
22 bonus, Plaintiff Susan Carlson has not been paid any portion of her earned wage bonus.
23 Defendant APMC's wilful failure to pay both Plaintiffs their lawfully earned wages in the State
24 of Washington is a violation of RCW 49.52.070.
25

1 9. Defendant APMC failed to provide Plaintiffs with an accounting and accurate
2 APMC financial statements on a monthly basis or otherwise so that Plaintiffs knew or could
3 calculate the amount of bonus wages to which each was entitled.

4 10. In the ordinary course of their respective duties, Plaintiffs Gary Carlson and
5 Susan Carlson each advised APMC that APMC's financial statements were inaccurate and
6 objected to such inaccurate financial statements.

7 11. Plaintiffs Gary and Susan Carlson reasonably believed that APMC's inaccurate
8 financial statements were a violation of law subject to the jurisdiction of the Bureau of
9 Consumer Financial Protection.

10 12. Defendant APMC terminated Plaintiff Gary Carlson's employment and Plaintiff
11 Susan Carlson's employment by reason of the fact that Plaintiffs complained that APMC's
12 financial statements were inaccurate upon which Plaintiff's wage bonuses were to be
13 calculated.

14 13. Defendant APMC's termination of the Plaintiffs' employment was wrongful
15 and in violation of 12 U.S.C. § 5567.

16 WHEREFORE, Plaintiffs pray for relief as follows:

- 17 1. An accounting of the profits of Defendant American Pacific Mortgage
18 Corporation's profits for the retail division office cost center.
- 19 2. Judgment against Defendants American Pacific Mortgage Corporation and John
20 Does I-IV for each Plaintiff's unpaid wage bonuses.
- 21 3. Judgment for twice the amount of unpaid wages pursuant to RCW 49.52.070.
- 22 4. Judgment for damages arising from APMC's violation of 12 U.S.C. § 5567.
- 23 5. Their reasonable attorney's fees and costs.
- 24 6. For such other and further relief as the court may deem just and equitable.
- 25

1 DATED this 16th day of July, 2014.

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